

Hold Harmless Agreement

This HOLD HARMLESS AGREEMENT (this "Agreement") is made effective on _____ by and between the Matthew Bryant DBA : Homeland Inspection (hereinafter, "Homeland Inspection"), of 2005 Winnebago Trail, Fern Park, Florida 32730 and _____ (hereinafter, "_____"), of _____, Florida _____. Matthew Bryant DBA : Homeland Inspection and _____ are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, _____ will be performing the following services for Homeland Inspection: A home inspection is a non-invasive, visual examination of a residential dwelling, performed for a fee, which is designed to identify observed material defects within specific components of said dwelling. Components may include any combination of mechanical, structural, electrical, plumbing, or other essential systems or portions of the home, as identified and agreed to by the Client and Inspector, prior to the inspection process. A home inspection is intended to assist in the evaluation of the overall condition of the dwelling. The inspection is based on observations of the visible and apparent condition of the structure and its components on the date of the inspection, and not the prediction of future conditions. A home inspection will not reveal every concern that exists or ever could exist, but only those material defects observed on the day of the inspection. A home inspection can include a survey and/or analysis of energy flows and usage in a residential property if the client requests it.; and WHEREAS, in exchange for valuable consideration, _____ desires to hold harmless Homeland Inspection from any claims and/or litigation arising out of the _____'s performance of the work of providing these services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Homeland Inspection and _____ hereby agree as follows:

TERMS

1. Hold Harmless. Upon _____'s performance of services by any of its employees, agents, invitees and/or volunteers for the purposes specified herein, _____ shall defend, indemnify, and hold harmless Homeland Inspection from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury (to property or persons, including without limitation wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of _____, its personnel, employees, agents, contractors, or volunteers in connection with or arising out of _____'s performance of services. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys fees, and related costs or expenses, and any reimbursements to Homeland Inspection for all legal expenses and costs incurred by it.

2. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this

Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

3. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

4. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

5. Attorneys' Fees and Costs. If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

6. Entire Agreement. This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

7. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. Applicable Law. This Agreement shall be governed by the laws of the Florida.

Matthew Bryant DBA : Homeland Inspection

By: _____
Matthew D Bryant

Title: Home Inspector, FL License # HI5186

By: _____

Title: HomeOwner / Future Homeowner of Property